#### **#TRACKTHATSWEEPER -- Official Contest Rules and Details**

No purchase or payment is necessary to enter. Internet access and a valid email account are required to enter.

## **CONTEST TIMING**

**Entry Period**: Saturday, March 11, 2023, at 9:00 a.m. PST and ends on Monday, December 31 at 11:59 a.m. CST. To be eligible, all entries must be received within the specified Entry Period.

**Voting Period**: On the 10<sup>th</sup> day after each month end at 12:00 p.m.

**Winner Announcement**: Winning entries will be posted by the afternoon of the Friday, following each voting date on the <u>Elgin Sweeper Facebook page</u>.

### **HOW TO ENTER**

Post a picture of our Track Sweepers at any NASCAR® sanctioned race,
Tag Elgin Sweeper AND use the hashtag #TrackThatSweeper to Twitter,
Facebook, or Instagram to be entered to win.

Entrants may enter only **one** sweeper photo file per weekend.

#### **SPONSORSHIP**

The sponsor is Elgin Sweeper Company ("Sponsor"), a subsidiary of Federal Signal Corporation, located at 1300 W. Bartlett, Rd., Elgin, IL 60120. Sponsor will conduct this contest substantially as described in these Official Contest Rules.

### **ELIGIBILITY**

This #TrackThatSweeper contest is open to legal residents of the United States only. Entrants must be 18 years of age or older. Employees of any Federal Signal Corporation company/subsidiary, National Association for Stock Car Auto Racing, LLC (NASCAR), and each of their immediate family members and/or people living in the same household, are not eligible to participate. This contest is subject to all federal, state, and local laws and regulations and is void where prohibited. All entries submitted become the property of Sponsor. By participating in this contest, you grant Sponsor permission to use your entire submitted photo and content for design, marketing, advertising, and communications purposes.

## **ODDS**

Odds of winning depend on the number of entrants. Inquiries about contest odds, entrants, winners and other related matters may be directed to the Marketing Department at <a href="mailto:emarketing@federalsignal.com">emarketing@federalsignal.com</a>. This information will remain available for two years after the contest closes.

#### WINNER SELECTION

All eligible entries will be uploaded to a photo album on the Elgin Sweeper Facebook page on the Friday following each month's voting date. The Sponsor's marketing department will, at its sole discretion, select the winning entry. The winning entry will be decided based on photo quality, content, creativity, and originality.

All of the winners will be selected and notified on the Friday after each voting month and will be notified via a Direct Message from Elgin Sweeper through their social channel of entry (Facebook, Twitter or Instagram) The winner will have 5 business days to respond to the notification.

#### **PRIZES**

• **First Place Winner:** Prizes of an **approximate retail value of \$50.00**. Prizes may include (subject to availability): T-shirt, hat, mug.

The actual/appraised prize value of the awarded prize may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's sole discretion. The prize is non-transferable. The winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution.

## **AGREEMENT TO RULES**

By entering this contest, you agree to abide by the Sponsor's Official Contest Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this contest, you represent and warrant that you are eligible to participate based on all the eligibility requirements explained in the Official Contest Rules and that all entries and photos you submit are your original work and not violative of anyone's proprietary or intellectual property rights. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Contest. You further agree to release and hold harmless the Sponsor, NASCAR, their affiliates, and each of their respective subsidiaries, representatives, affiliates,

partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers (collectively, the "Released Parties") against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the contest.

Sponsor retains the right to hide or delete entries on the Elgin Sweeper Facebook page if the content of the entry displays any illegal behavior, the consumption of any drugs or alcohol, is offensive or derogatory, or for any other reason at Sponsor's sole discretion. Sponsor is not responsible for lost, damaged, delayed, or misdirected prizes.

Through your participation in this contest, you are providing your information to Sponsor and not to Facebook. You acknowledge that this contest is in no way sponsored, endorsed or administered by, or associated with Facebook.

# **CANCELATION AND DISQUALIFICATION**

Sponsor may cancel this contest in the event of technical problems or electronic attacks of any kind affecting the administration of the contest. Any contest entrant found to intentionally interfere with the operation of the contest, or whose photos are found not to be original, will be disqualified.

## **RIGHTS GRANTED BY YOU**

By submitting an entry into this Contest, you understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees, successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the #TrackThatSweeper contest, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

## **PRIVACY POLICY**

Information submitted with an entry or to Sponsor is subject to these Contest Rules and the Privacy Policy stated on Sponsor's website. Visit https://www.federalsignal.com/privacy-policy to read the Privacy Policy.

Information provided will not be retained, sold, or used in any way other than specifically set forth in these rules.

### **DISPUTES**

THIS CONTEST IS GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this Contest, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Contest, they shall be individually resolved exclusively before a court located in the County of Cook, State of Illinois without resorting to any form of class action. Under no circumstances in any such dispute shall the entrant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, and attorney's fees. The entrant waives all rights to have damages multiplied or increased.

#### STANDARD NASCAR LEGAL COMMENTS

As a courtesy, some of the following comments/edits have been incorporated in the Official Rules above. However, please ensure all such change(s) are made consistently throughout any additional materials (creative, print, etc.) relating to this promotion. Some comments are not intended to be incorporated in the materials, but are for information/reference.

- SPONSOR OF THE PROMOTION: All rules, waivers and release forms, fine prints on creative materials, etc., must clearly state that "NASCAR, LLC, NASCAR Digital Media, LLC and NASCAR.com are not sponsors of this promotion." Promotion and any advertising thereof, must clearly communicate the sponsor(s) of the promotion.
- RELEASE/WAIVERS: NASCAR, LLC, and its parent(s), subsidiaries, affiliates, and each of their respective employees, shareholders, directors, officers, members, successors, agents, and assigns must be added to any and all language as released parties in the rules and in any release forms/waivers a winner, guest, and/or participant may sign.
- INELIGIBILITY CLAUSE: NASCAR, LLC, and its parent(s), subsidiaries, affiliates and each of their respective employees, shareholders, directors, officers, members, successors, and agents as ineligible participants to ineligibility verbiage.
- 4. HOLD HARMLESS CLAUSE: By accepting prize, winners agree to hold NASCAR, LLC, and its parent(s), subsidiaries, affiliates and each of their respective shareholders, directors, officers, employees, members, agents, successors, and assigns harmless against any and all claims and liability arising out of use of the prize or any other participation in this sweepstakes. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in this promotion or use or redemption of any prize.
- 5. VIP PASSES/TICKETS: Subject to the standard terms and procedures of NASCAR and subject to NASCAR's sole discretion.
- 6. NASCAR LEGAL LINE: NASCAR® is a registered trademark of the National Association for Stock Car Auto Racing, LLC.
- 7. APPROVAL OF ALL PROMOTIONAL MATERIALS FOR THIS PROMOTION: Prior to release of the promotion, <a href="NASCAR">NASCAR</a> legal must review all promotional copy of/on behalf of Sponsor (i.e., creative, online, radio scripts, ad layouts, etc.) to ensure all materials accurately reflects the official rules; additionally, all final drafts must be submitted for NASCAR Legal's review before NASCAR Legal can grant approval for use of any NASCAR Marks in the promotion.
- 8. THIRD-PARTY APPROVAL: Sponsor must obtain all rights and approval of third parties involved in the promotion, i.e., tracks (including, the right to give away tickets as a prize, trademark usage, etc.), teams, drivers, other third parties, marks, brands, likenesses, etc.
- 9. **PREMIUMS USED IN CONJUNCTION WITH THIS PROMOTION**: All premium items (including any used for gift bags) used in connection with this promotion must be NASCAR-licensed, royalty-bearing, and are subject to a separate premium licensing agreement with NASCAR.
- 10. LEGAL COMPLIANCE: Sponsor must ensure that this sweepstakes promotion, and all elements thereof, complies with all applicable federal, state, & local laws, rules, and regulations, including, but not limited to, sweepstakes and/or contest laws and all applicable social media platform terms and conditions (e.g. Facebook Pages Terms).
- 11. **PROMOTION TITLE CONSISTENT:** Title of sweepstakes/contest should remain consistent throughout all materials (official rules, creative, etc.).
- 12. URLs: neither 'NASCAR' nor 'NASCAR Cup Series' (nor anything substantially similar thereto in upper or lower case) can be used in any domain name registration or URL.
- 13. **WEBSITE ADDRESS/URL**: Website-link(s)/urls/etc., to Sweepstakes must be housed-on and drive traffic to a Sponsor-owned website and cannot be housed on or drive traffic to a third-party's website (including third party's social media site).
- 14. SOCIAL MEDIA REQUIREMENTS: Sponsor must ensure all Social Media requirements/guidelines are met, including, but not limited to, intellectual property (IP) usage requirements.